

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION

BALBOA CAPITAL CORPORATION,

Plaintiff,

V.

MOHAWK FINE PAPERS INC.,

*Defendant.*

CASE NO.: 1:24-CV-350

JUDGE MATTHEW WALDEN  
MCFARLAND

MAGISTRATE JUDGE KAREN L.  
LITKOVITZ

# AFFIDAVIT

State of California

County of Orange

) SS:

I, Marisa D. Poulos, being first duly sworn, deposes and states:

1. I am authorized to make this Affidavit, I have personal knowledge of the facts stated herein, and I am competent to testify about them.

2. I am employed by Balboa Capital Corporation (“Balboa”) as an Assistant Vice President, Senior Associate Counsel.

3. In this capacity, I have reviewed the corporate records concerning Defendant Mohawk Fine Papers Inc. (“Mohawk”) breach of the subject equipment finance agreement. I execute this affidavit consistent with my personal review and knowledge of the corporate records.

4. Mohawk failed to make any equipment finance payments from April 2024 through present day.

5. Pursuant to the equipment finance agreement, upon default, Mohawk is liable for past due amounts and all accelerated payments, in addition to late charges, interest, costs and attorneys' fees incurred by Balboa in enforcing its rights and pursuing its remedies under the agreements.

6. Following default by Mohawk, on May 29, 2024, Balboa declared the entire balance of the payments under the equipment finance agreement to be immediately due and payable to Balboa.

7. Meanwhile, Balboa has performed all of its obligations under the equipment lease.

8. As of September 27, 2024, Balboa has incurred monetary damages in the amount of \$86,201.09, plus late charges, plus interest at the rate of 18% per annum from May 29, 2024.

9. As of September 27, 2024, Balboa has incurred additional costs in the amount of \$410.50.

10. As of September 27, 2024, Balboa has incurred attorneys' fees in the amount of \$7,241.50.

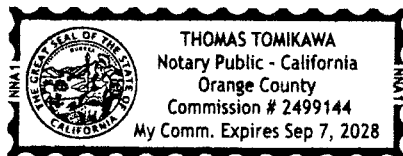
11. Balboa continues to incur additional attorneys' fees and costs, and expenses to enforce its right under the equipment lease and guaranty.

AFFIANT FURTHER SAYETH NAUGHT.



Marisa D. Poulos

Sworn to and subscribed before me on this 8 day of October, 2024.



Notary Public